

SNELL & WILMER L.L.P.
Alan L. Sullivan (3152)
Todd M. Shaughnessy (6651)
Nathan E. Wheatley (9454)
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Telephone: (801) 257-1900
Facsimile: (801) 257-1800

CRAVATH, SWAINE & MOORE LLP
Evan R. Chesler (admitted pro hac vice)
David R. Marriott (7572)
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
Telephone: (212) 474-1000
Facsimile: (212) 474-3700

*Attorneys for Defendant/Counterclaim-Plaintiff
International Business Machines Corporation*

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH**

THE SCO GROUP, INC.,

Plaintiff/Counterclaim-Defendant,

v.

INTERNATIONAL BUSINESS MACHINES
CORPORATION,

Defendant/Counterclaim-Plaintiff.

STIPULATION RE DISCOVERY

Civil No.: 2:03CV-0294 DAK

Honorable Dale A. Kimball

Magistrate Judge Brooke C. Wells

The parties, by and through their counsel of record, hereby stipulate and agree as follows:

1. The Court's Scheduling Order, dated July 1, 2005, shall remain in force and effect, except that certain deadlines shall be modified as follows:

Initial Expert Reports	May 12, 2006
Opposing Expert Reports	June 9, 2006
Rebuttal Expert Reports	July 7, 2006
Dispositive Motions	August 4, 2006

2. All fact discovery is closed as of March 17, 2006, except that the depositions, as noticed, of (a) Messrs. Messman, Wilson, Lemon, Prosser, MacKay, Negris, Young, Spencer, and Bawa; (b) the Rule 30(b)(6) depositions described below, and (c) the depositions of Sun, Microsoft, HP, and Baystar/Goldfarb to the extent of subpoenas already served on those parties, shall not be precluded based on the close of fact discovery.

3. IBM shall produce Mr. Sandve for two additional hours of Rule 30(b)(6) deposition testimony pursuant to Topics 6, 7 and 12 of SCO's Notice of December 23, 2005; subject to the reservation of objections set forth therein, SCO shall produce 30(b)(6) witnesses as described in Ted Normand's email to Todd Shaughnessy dated March 9, 2006; and IBM will make a reasonable effort to produce that discovery set forth in the first paragraph of Ted Normand's email to Todd Shaughnessy dated March 17, 2006, if it can do so without undue burden.

4. The parties have reviewed one another's document productions, met and conferred, and agree that, except as stated below, there are no discovery disputes between them, subject to the following representations.

a. IBM represents that it has taken reasonable steps to supplement its document production, except that IBM will undertake a reasonable search for additional documents from the files of the individuals identified in Ted Normand's letter of February 23, 2006, to Todd Shaughnessy;

b. SCO represents that it has taken reasonable steps to supplement its document production, except that SCO will undertake a reasonable search, after consultation with IBM concerning some of those requests, for those categories of documents in Ted Normand's March 10, 2006, letter to Todd Shaughnessy as to which SCO has not concluded a reasonable search;

c. The parties agree that relevant documents produced by any party in the SCO v. Novell litigation shall be provided to counsel for the parties in this case.

5. The parties shall not pursue motions to compel against one another, including the motion to compel allowed by the Court at the February 24, 2006, hearing, except as follows:

a. If the parties are unable to resolve their differences, SCO may pursue a motion to compel against IBM regarding Topics 9 and 10 of SCO's Notice of Deposition dated November 11, 2005.

b. If the parties are unable to resolve their differences, IBM may pursue a motion to compel against SCO regarding issues identified in Ted Normand's letter of March 10, 2006, to Todd Shaughnessy as to which SCO has not yet concluded a reasonable search for responsive documents; Topics 5 and 18 of IBM's March 19, 2005, Rule 30(b)(6) deposition notice; and Topic 23 of IBM's February 14, 2006, Rule 30(b)(6) deposition notice.

c. If the parties are unable to resolve their differences, either party may pursue a motion to compel with respect to the fact and Rule 30(b)(6) depositions that have not yet occurred identified in paragraphs 2 and 3 above. With respect to the deposition of Bill Sandve referred to in paragraph 3 above, any such motion shall be limited to objections or instructions made at the time of that deposition.

d. The parties reserve the right to bring motions to compel regarding the sufficiency of their respective privilege logs and/or documents claimed as privileged, or other privilege issues.

6. The parties shall exchange responses to one another's Requests For Admission on or before May 1, 2006; all existing deadlines to respond to Requests for Admissions shall be extended to May 1, 2006.

DATED this 17th day of March, 2006.

Snell & Wilmer L.L.P.

/s/ Nathan E. Wheatley

Alan L. Sullivan
Todd M. Shaughnessy
Nathan Wheatley

CRAVATH, SWAINE & MOORE LLP
Evan R. Chesler
David R. Marriott

DATED this 17th day of March, 2006.

HATCH, JAMES & DODGE, P.C.

Brent O. Hatch

Mark F. James

BOIES, SCHILLER & FLEXNER, LLP

Stuart H. Singer

By /s/ Stuart H.Singer

Counsel for Plaintiff

(e-filed with authorization of counsel)

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of March, 2006, a true and correct copy of the foregoing was sent by email to the following:

Brent O. Hatch
Mark F. James
HATCH, JAMES & DODGE, P.C.
10 West Broadway, Suite 400
Salt Lake City, UT 84101
bhatch@hjdllaw.com
mjames@hjdllaw.com

Stephen N. Zack
Mark J. Heise
BOIES, SCHILLER & FLEXNER LLP
100 Southeast Second Street, Suite 2800
Miami, FL 33131
szack@bsfllp.com
mheise@bsfllp.com

and by U.S. Mail, postage prepaid, on March 20, 2006 to:

Robert Silver
Edward Normand
BOIES, SCHILLER & FLEXNER LLP
333 Main Street
Armonk, NY 10504

/s/ Nathan E. Wheatley